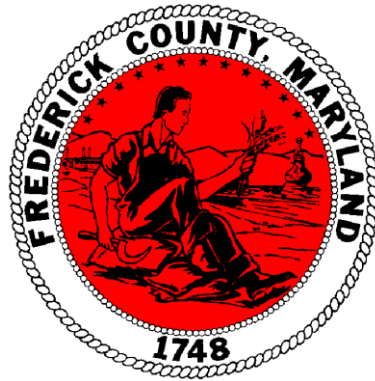


**THE BOARD OF COUNTY COMMISSIONERS
OF FREDERICK COUNTY, MD**

PROCUREMENT & CONTRACTING DEPARTMENT

12 East Church Street, Winchester Hall
Frederick, Maryland 21701



REQUEST FOR PROPOSALS NO. 14-042

**Transit Fare Payment Application for Smart Phones
and Payment Processing**

Proposal Due Date:
February 4, 2014 at 3:00 p.m.

Pre-Proposal Date:
January 15, 2014 at 9:00 a.m.

**Department of Procurement & Contracting Conference Room
Winchester Hall, 1st Floor
12 East Church Street
Frederick, Maryland 21701**

Buyer: Tammy Conrad

Phone: 301-600-2319

Email: tconrad@frederickcountymd.gov

www.frederickcountymd.gov/procurement

National Purchasing Institute



Issued: January 6, 2014

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**Frederick County
Workforce Services**
RECRUITMENT • RETRAINING • RETENTION

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Call Michelle Day, Business Services Manager, at 301-600-1867

DOCUMENT A: PERTINENT INFORMATION

| | |
|--|---|
| RFP Number: | RFP-14-042 |
| RFP Name: | Transit Fare Payment Application for Smart Phones and Payment Processing |
| Issue Date: | January 6, 2014 |
| Buyer: | Tammy Conrad, CPPB tconrad@frederickcountymd.gov 301-600-2319 |
| Pre-Proposal Date: | January 15, 2014 at 9:00 a.m. |
| Pre-Proposal Location and Registration: | Department of Procurement & Contracting Conference Room 12 East Church Street Frederick, Maryland 21701 Please register by contacting Tammy Conrad at tconrad@frederickcountymd.gov |
| Questions Due and to Whom: | Questions due no later than 4:00 PM on January 24, 2014 Submit questions to: Tammy Conrad at tconrad@frederickcountymd.gov |
| Proposal Due: | February 4, 2014 at 3:00 p.m. local time |
| Mail/Deliver Proposals to the Issuing Office: | Department of Procurement & Contracting Winchester Hall, First Floor 12 East Church Street Frederick, Maryland 21701 301-600-1067 TECHNICAL AND PRICE PROPOSALS SHALL BE PLACED IN <u>SEPARATE</u> SEALED ENVELOPES. |
| Agreement Term: | One year with two renewals. |
| Bid Deposit/ Performance Bond: | n/a |

IMPORTANT NOTICE REGARDING ADDENDA

Addenda to solicitations often occur prior to solicitation due date.
It is the potential Contractor's responsibility to visit the
Department of Procurement & Contracting web site for updates to solicitations.
www.frederickcountymd.gov/procurement

DOCUMENT B – GENERAL CONDITIONS

1 DEFINITIONS:

- 1.1 Addenda – Formal alteration of a solicitation or Agreement in writing (When applicable, Addenda are available on the DP&C website.)
- 1.2 Agreement – The legal contract resulting from award, the Request for Proposal documents and any addenda, the Contractor’s response to this solicitation, and subsequent Purchase Orders
- 1.3 Alternate Bids – A second bid for a single item that intentionally offers a substitute product or service that varies from the stated specifications
- 1.4 App – Software Application for Smart Phones
- 1.5 BOCC – The Board of Commissioners of Frederick County, Maryland
- 1.6 Buyer – DP&C representative for the solicitation and/or resulting Agreement
- 1.7 County – Frederick County, Maryland
- 1.8 Contractor – Any offeror; most often the successful offeror
- 1.9 Designee – Specifically appointed alternate signatory or decision maker
- 1.10 DP&C – The Department of Procurement & Contracting
- 1.11 Interested Party – An actual or prospective Offeror or Contractor that may be interested in the award of a contract
- 1.12 Issuing Office – The Department of Procurement & Contracting, 12 East Church Street, Frederick, Maryland 21701
- 1.13 Offeror – Any entity that submits a response to this solicitation
- 1.14 Proposal – All information submitted by the Contractor in response to this solicitation
- 1.15 Protester – An actual or prospective Offeror or Contractor who is aggrieved in connection with a solicitation or award
- 1.16 Purchase Order – The document by which the Contractor receives formal notification to perform work or deliver goods
- 1.17 Request for Proposal (RFP) – All documents identified in the Table of Contents, including any addenda
- 1.18 Solicitation – The Request for Proposal
- 1.19 TSFC – TransIT Services of Frederick County
- 1.20 Using Agency – County division, department or office for which goods and/or services are being purchased

2 COUNTY INFORMATION:

- 2.1 The County is part of the “Golden Triangle” located 45 minutes from both Baltimore and Washington, DC. The largest county in Maryland at 663 square miles, Frederick is also Maryland’s fastest growing county in the Washington metro region and contains Frederick City, the second largest city in Maryland. The County is home to approximately 250,000 residents and 9,000+ businesses employing 91,000+ workers. Governed by an elected Board of County Commissioners (BoCC), the County operates under a form of government called “non-home rule” with the five-member BoCC serving as the County’s legislative body. County services include police, fire and rescue, corrections, public works, planning and zoning, landfill, water and sewer, and parks and recreation. Currently the County’s general obligation debt is rated triple A by Moody’s Investors Service, Standard & Poor’s and Fitch IBCA.
- 2.2 On November 6, 2012, Frederick County citizens voted to change the government of Frederick County from a commissioner-led form to a charter government. On December 4, 2014, charter government will officially govern Frederick County. As this contract will bridge the periods of governance, please be advised that terms and conditions of the resulting Agreement will not change; however, the legal name of the County will. The successful Contractor will be notified of any necessary changes at the time of their occurrence.

3 RESERVATIONS:

- 3.1 The Director of DP&C reserves the right to reject any or all proposals or parts of proposals when, in the Director of DP&C's reasoned judgment, the public interest will be served thereby.
- 3.2 The Director of DP&C may waive formalities or technicalities in proposals as the interest of the County may require.
- 3.3 DP&C reserves the right to increase or decrease the quantities to be purchased at the prices proposed. The quantity intended to be purchased and the period and percentage amount of any such reservation will be stated in the specifications or proposal.
- 3.4 DP&C reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination as shall, at the sole discretion of DP&C, be in the best interest of the County.
- 3.5 The Director of DP&C may waive minor differences in specifications provided these differences do not violate the specification intent nor materially affect the operation for which the services are being purchased.
- 3.6 The Director of DP&C may reject any bid which shows any omission, irregularity, alteration of forms, additions not called for, conditional or unconditional unresponsiveness, or bids obviously unbalanced.

4 COMPETITION:

- 4.1 A Contractor may offer only one price on each item though they may have two or more types that meet specifications. Contractors must determine for themselves which to offer. Submission by a single Contractor of more than one price for a single item shall be sufficient cause for rejection of all prices for that item submitted by the Contractor.
- 4.2 All proposals must be accompanied by descriptive literature as may be called for by the specifications or proposal. Specifications provided are based on County needs and uses, estimated costs of operation and maintenance, and other significant and/or limiting factors to meet County requirements and shall be consistent with County policies. Minimum specifications, and maximum specifications, where included, are not established arbitrarily to limit competition or to exclude otherwise competitive Contractors.

- 5 PERIOD OF VALIDITY:** All proposals submitted shall be irrevocable for 120 days following the proposal due date, and the County has within that time period after due date to accept the proposal. The County reserves the right to reject any offer that specifies less than 120 days of acceptance time. Upon mutual agreement between the County and Contractor, the acceptance time may be extended. Proposals may not be withdrawn during this period.

6 GOVERNING LAW:

- 6.1 This contract shall be governed by and construed in accordance with the laws of the State of Maryland without regard to any choice of law principles that would dictate the laws of any other jurisdiction. The parties agree that the exclusive venue for any and all actions related hereto shall be the appropriate Federal or State court located within the State of Maryland.
- 6.2 The laws of the State of Maryland and Frederick County shall govern the resolution of any issue arising in connection with the contract, including, but not limited to, all questions on the validity of the contract, the capacity of the parties to enter therein, any modification or amendment thereto, and the rights and obligations of the parties hereunder.

- 7 PROTEST:** An Interested Party may protest to the Buyer the award or the proposed award of a contract for supplies, services or construction. Protests shall be in writing, shall reference the name of the firm and

contact information, shall reference the solicitation number and be addressed to the Buyer and contain a detailed explanation of the ground for protest.

- 8 **CASH DISCOUNT:** Cash discounts will be taken into consideration in determining the award. However, an offer of a cash discount must allow a reasonable period of not less than 30 days in order to be included in evaluation of the proposal pricing. A proposal offering a cash discount in a period of less than 30 days will be evaluated as a proposal without a cash discount offer. If the Contractor obtains an award by reason of their gross price, the County will hold the offer of a cash discount and make every effort to obtain such discount.
- 9 **UNIT PRICES:** Unless clearly shown on the proposal that it is the intent that a reduced total price is being offered on the basis of receiving an award of all items covered by the total, any totals should be the actual sum of the extension of unit prices. Otherwise, in the event of any discrepancy between a unit price(s), extended price(s), and/or total price(s), unit prices will govern and the proposal will be refigured accordingly.
- 10 **NON-WAIVER:** Any waiver of any breach of covenants herein contained to be kept and performed by the Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the County from declaring a forfeiture for any succeeding breach either of the same condition of covenant or otherwise.
- 11 **PATENTS:** If applicable, the Contractor shall defend any suit or proceeding against the County so far as based on a claim on any equipment, or on any part thereof, furnished under this contract which constitutes an infringement of any patent of the United States, if notified promptly in writing and given authority, information, and assistance (at the Contractor's expense) for the defense of same, and the Contractor shall pay all damages and costs awarded therein against the County. In case said equipment or any part thereof, in such suit, is held to constitute infringement and the use of said equipment or part if enjoined, the Contractor shall, at its own expense, either procure for the County the right to continue using said equipment or part, or replace same with non-infringing equipment or part, or modify so that it becomes non-infringing.
- 12 **COMPLIANCE WITH LAWS:**
 - 12.1 If awarded a contract, the Contractor hereby represents and warrants that it:
 - 12.1.1 Is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified.
 - 12.1.2 Is not in arrears with respect to the payment of any monies due and owing the County, or any department or agency thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract.
 - 12.1.3 Shall comply with all federal, state, and local laws, ordinances, and legally enforceable rules and regulations applicable to its activities and obligations under the contract.
 - 12.1.4 Shall procure, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under the contract.
 - 12.1.5 Agrees that the facts and matters set forth hereafter in the contract and made a part hereof are true and correct.
 - 12.2 In addition to any other remedy available to the County, breach of any of the paragraphs of this clause shall, at the election of the County, be grounds for termination. Failure of the County to terminate the contract shall not be considered or construed as a waiver of such breach nor as a waiver of any rights or remedies granted or available to the County.

13 HOLD HARMLESS/INDEMNIFICATION:

- 13.1 The Contractor shall indemnify and hold the County harmless from and against all liability and expenses, including reasonable attorney's fees, howsoever arising or incurred, alleging damage to property or injury to, or death of, any person arising out of or attributable to the Contractor's performance of the contract awarded, provided that the Contractor shall not be responsible for acts of negligence or willful misconduct committed by the County, its employees, agents and officials.
- 13.2 Any property or work to be provided by the Contractor under this contract will remain at the Contractor's risk until written acceptance by the County; and the Contractor will replace, at Contractor's expense, all property or work damaged or destroyed by any cause whatsoever.

14 TERMINATION:

- 14.1 Termination for Convenience: The performance of work under this contract may be terminated by the County in accordance with this clause in whole, or from time to time in part, whenever the County determines that such termination is in the best interest of the County. The County will pay all reasonable costs associated with this contract that the contractor has incurred up to the date of termination and all reasonable costs associated with termination of the contract. However, the Contractor will not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.
- 14.2 Termination for Default: If the Contractor fails to fulfill its obligation under this contract properly and on time, or otherwise violates any provision of the contract, the County may terminate the contract by written notice to the Contractor. The notice will specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor will, at the County's option, become the County's property. The County shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the contractor will remain liable after termination and the County can affirmatively collect damages.

- 15 MARYLAND REGISTRATION:** Contractors must be registered to do business in, and must be in good standing with, the State of Maryland. Contractors not registered must obtain registration information from the Maryland Department of Assessments and Taxation website at: www.dat.state.md.us/ or by calling 410-767-1340 or Toll Free 888-246-5941.

- 16 AVAILABILITY OF FUNDS:** The contractual obligation of the County under this contract is contingent upon the availability of appropriated funds from which payment for this contract can be made.

- 17 INTEGRATION AND MODIFICATION:** These proposal documents, Contractor's response to this solicitation, and subsequent purchase order(s) to the successful Contractor contain the entire understanding between the parties and any additions or modifications hereto may only be made in writing executed by both parties.

- 18 NON-ASSIGNMENT OF CONTRACT:** Neither the County nor the Contractor shall assign, sublet, or transfer its interest or obligations under the resulting contract to any third party, without the written consent of the other. Nothing here shall be construed to create any personal or individual liability upon any employee, officer, or elected official of the County, nor shall the resulting contract be construed to create any rights hereunder in any person or entity other than the parties to this contract.

19 RESPONSIBILITY: The Contractor has the burden of demonstrating affirmatively its responsibility in connection with this solicitation. A debarred Contractor or one with documented poor performance or one with questionable reputation, integrity or key personnel, may automatically be considered non-responsible in connection with this solicitation. At the sole discretion of the County, a Contractor that has previously failed to perform properly, has failed to timely complete contracts of a similar nature, has failed to complete contracts of a similar nature within budget or with an unreasonable quantity of change orders, or one that investigation reveals is unable to perform the requirements of the contract may be excluded from consideration for award. DP&C may request documentation necessary for the determination of responsibility. Failure of a Contractor to provide the required documentation may exclude it from further consideration.

20 AFFIDAVIT: The attached affidavit is provided to facilitate compliance with the applicable law.

21 PUBLIC INFORMATION/PROPRIETARY/CONFIDENTIAL INFORMATION:

- 21.1 The County operates under a public information law, which permits access to most records and documents.
- 21.2 Proposals will be available for public inspection after the award announcement, except to the extent that a Contractor designates trade secrets or other proprietary data to be confidential. Material designated as confidential must be readily separable from the remainder of the proposal to facilitate public inspection of the non-confidential portion of the proposal. A Contractor's designation of material as confidential will not necessarily be conclusive, and the Contractor may be required to provide justification why such material should not be disclosed, on request, under the Maryland Access to Public Records Act, State Government Article, Sections 10-611 through 10-628, of the Annotated Code of Maryland.

22 CONTRACT SERVICES AGREEMENT:

- 22.1 The County and Contractor must execute a Contract Services Agreement, which is attached for your review, resulting from the award of this solicitation. Exceptions, if any, to the County's standard Agreement must be noted in the Proposal to be considered during evaluation. Exceptions to the County's standard Agreement may result in rejection of a proposal.
- 22.2 Do not fill in or sign the sample Agreement attached. The County will prepare an Agreement specific to this solicitation for execution by the successful Contractor.

23 AWARD NOTIFICATION:

- 23.1 Award notification will be by U.S. Mail, email, fax, or any combination thereof.
- 23.2 The awarded Contractor(s) will be required to return an Insurance Certificate (if applicable) naming Frederick County as an additional insured, the executed Agreement*(if applicable), and the Maryland Registration Certificate of Good Standing.

*** As Offerors have had an opportunity to note Exceptions to the Agreement with their Proposal, it is anticipated that execution of the Agreement will require minimal time. PLEASE BE SURE TO READ THE SAMPLE AGREEMENT ATTACHED PRIOR TO SUBMITTING THE PROPOSAL.**

DOCUMENT C – SPECIFICATIONS

1 BACKGROUND:

TransIT Services of Frederick County (TSFC) seeks a Smart Phone application (app) for iPhone and Android use to purchase TSFC fare media, and a service to process fare payments. The app will have online and offline capabilities that TSFC customers may utilize to purchase various TSFC media using debit or credit cards and the app must be available to the public via the Android App Store / iTunes Store. A method for customers who do not wish to use a debit/credit card to purchase fare media should also be supplied.

This solicitation is intended to generate proposals for the offering of an app to purchase various transit fare media and the associated customer payment processing. TSFC provides public transportation in Frederick County, Maryland with ten (10) urbanized routes and five (5) rural shuttle routes, as well as demand-response paratransit, providing approximately 900,000 trips per year. The fares should have the ability to be modified in both types and fee. Current fare types and fees include the following:

| TSFC Fare Media FY13 | COST PER | # SOLD FY13 | AMOUNT |
|--------------------------------------|----------|----------------|---------------------|
| One-Way Fare (<i>paid in cash</i>) | \$ 1.25 | 401,008 | \$ 501,260.00 |
| One-Day Pass (<i>NEW</i>) | \$4.00 | | \$0.00 |
| 10-Trip General Public | \$ 12.00 | 3,200 | \$ 38,400.00 |
| 10-Trip Reduced Fare | \$ 5.50 | 1,680 | \$ 9,240.00 |
| 20-Trip General Public | \$ 22.00 | 1,044 | \$ 22,968.00 |
| 21-Trip Reduced Fare | \$ 11.00 | 1,398 | \$ 15,378.00 |
| 10-Trip Student | \$ 8.00 | 1,719 | \$ 13,752.00 |
| Monthly Pass - Regular | \$45.00 | 1,090 | \$ 49,050.00 |
| Monthly Pass - Reduced | \$ 30.00 | 513 | \$ 15,390.00 |
| Monthly Pass - Student | \$ 30.00 | 155 | \$ 4,650.00 |
| Paratransit Multi-Ride Ticket | \$ 15.00 | 3,165 | \$ 47,475.00 |
| ADA Fare | \$ 2.50 | 0 | \$ 0.00 |
| Summer Freedom Pass | \$ 10.00 | 366 | \$ 3,660.00 |
| TOTAL | | | \$721,223.00 |
| # of Transactions | | 415,338 | |

2 STATEMENT OF WORK:

- 2.1 The Contractor shall provide and deliver a cloud solution for purchasing TSFC fare media that does not require on-board electronic readers. Fare media purchased should be able to be read on-board by the transit driver. The user interface should be customer-friendly, easy to use, and intuitive.
- 2.2 The app should be deployed into the Android Play Store, iTunes App Store and all other smart phone app stores at a similar time, or within one week of each other and within four months of contract award.
- 2.3 TSFC routes are available in Google Transit. Preference may be given for apps that can integrate the following features:

- 2.3.1 GPS capabilities to identify customer's current location and identify the closest bus and rail station(s) within a user-definable radius distance.
- 2.3.2 Scheduled information for stations/stops should be available as an offline capability.
- 2.3.3 Trip planning through Google Transit.
- 2.4 TSFC will provide the fare structure and General Transit Feed Specification (GTFS) for TSFC routes.
- 2.5 The transit fare payment applications shall be available to the public free of charge via the Android Play Store and iTunes App Store.
- 2.6 The fee for processing debit/credit card payments will be noted, along with information on the process and entities involved.
- 2.7 Contractor shall provide payment processing from the application(s) proposed.
- 2.8 Payment processing will begin immediately following the release of the application(s) into the Android Play Store, iTunes App Store and all other smart phone app stores.
- 2.8 Contractor shall allow payment from all major credit cards.
- 2.9 A method for purchasing fare media for customers without a bank card will be provided.
- 2.10 Contractor shall deposit all monies collected on a daily basis into an account identified by TSFC.
- 2.11 Contractor shall invoice TSFC monthly for all fees, including processing fees, associated with monies collected.

3 FEDERAL REQUIREMENTS:

- 3.1 No Government Obligation to Third Parties
 - 3.1.1 The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
 - 3.1.2 The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- 3.2 Program Fraud and False or Fraudulent Statements and Related Acts
 - 3.2.1 The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
 - 3.2.2 The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal

Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

- 3.2.3 The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3.3 Access to Records and Reports

- 3.3.1 Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- 3.3.2 Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
- 3.3.3 Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- 3.3.4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- 3.3.5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3.3.6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

3.3.7. FTA does not require the inclusion of these requirements in subcontracts.

3.4 Federal Changes

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement (<http://www.fta.dot.gov/documents/17-Master.pdf>) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

3.5 Civil Rights Requirements

3.5.1 Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

3.5.2 Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

3.5.2.1 Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3.5.2.2 Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3.5.2.2 Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3.5.3 The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

3.6 Disadvantaged Business Enterprise (DBE)

3.6.1 This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. A separate contract goal **for DBE participation has not** been established for this procurement since **NO DBE/MBE firms were found for the NAICS codes 5414-5419**.

3.6.2 The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

3.6.3. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the TSFC. In addition, the contractor may not hold retainage from its subcontractors.

3.6.4. The contractor must promptly notify **TSFC**, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of **TSFC**.

3.7 Incorporation of Federal Transit Administration (FTA) Terms

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in [FTA Circular 4220.1E](#) are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any TSFC requests which would cause TSFC to be in violation of the FTA terms and conditions.

3.8 Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by **TSFC**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **TSFC**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3.8 Energy Conservation Requirements

The Energy Conservation requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subagreements at every tier.

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

4 PRE-PROPOSAL CONFERENCE:

- 4.1. A Pre-Proposal Conference will be held to discuss objectives and answer questions relating to this solicitation. Contractor's attendance is not required but is strongly encouraged. Additionally, attendance may facilitate the Contractor's understanding of the requirements.
- 4.2. It is recommended that Contractors read the solicitation prior to attending the conference and bring a copy to the conference.
- 4.3. In order to assure adequate seating at the pre-proposal conference, please confirm attendance by emailing the Buyer and referencing this solicitation and number.
- 4.4. If there is a need for language interpretation and/or other special accommodations, please advise the Buyer via email so that reasonable efforts may be made to provide special accommodations.

5 INQUIRIES AND ADDENDA:

- 5.1. The DP&C Buyer is the sole point of contact for this solicitation. Questions concerning this solicitation must be addressed in writing to the Buyer and delivered no later than 10 days in advance of the proposal's due date.
- 5.2. Addenda to solicitations often occur prior to the proposal opening, sometimes within a few hours of the opening. It is the potential Contractor's responsibility to visit the DP&C website at <http://frederickcountymd.gov/index.aspx?NID=1116> to obtain Addenda.

6 CONTRACTOR'S QUALIFICATIONS:

- 6.1 Contractors must be engaged in application development and associated payment processing and shall have been actively engaged in this field for a minimum of three years.
- 6.2 The County reserves the right to inspect the Contractor's equipment and to perform such investigations as may be deemed necessary to insure that competent personnel and management will be utilized in the performance of this contract.
- 6.3 The Contractor must have experience in Android and iPhone (iOS) application development, C, C++ or Objective-C, Cocoa and X-Code.
- 6.4 The Contractor should have at least one iPhone application available in the App Store.
- 6.5 The Contractor should have history or have also built application(s) involving payment processing, navigation, transportation, LBS, or GPS.
- 6.6 The Contractor should have experience with large data-sets and various data formats (XML, KML, CSV); and web services and APIs.

7 CONTRACT PERIOD: The contract period shall be for one year commencing on or about April 1, 2014 after approval and proper execution of the contract documents, with a renewal option for two additional year(s) in one-year increments, exercisable at the sole discretion of the County.

8 PRICE ADJUSTMENT:

- 8.1 Prices offered shall be firm against any increase for one year from the effective date of this contract. Prior to the commencement of subsequent renewal periods, it shall be the Contractor's responsibility to notify DP&C in advance of any requested price changes.
- 8.2 Requests for price adjustments shall be submitted to DP&C, not the user agency.
- 8.3 The County will entertain requests for escalation in accordance with the current Consumer Price Index at the time of the request or up to a maximum 5% increase over the current pricing, whichever is lower. *(For purposes of this section, "Consumer Price Index" shall be the Consumer Price Index-All Urban Consumers (CPI-U), Washington-Baltimore, DC-MD-VA-WV, All Items, Not Seasonally Adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics.)* The County reserves the right to accept or reject the request for a price increase and will do so in writing. If the price increase is approved, the price increase will be effective upon written approval and will remain firm through the renewal period.
- 8.4 If a price increase is requested following contract renewal and it has been longer than one year since the last increase, the County may entertain a request for escalation if it is in the County's best interest. If the price increase is approved, the price increase will be effective upon approval and will remain firm through the renewal period, or for one year, at the County's sole discretion.

9 EXCLUSIVITY:

- 9.1 The County is obligated during the period stipulated to purchase all of its normal requirements from the Contractor and the Contractor shall be obligated to furnish the goods and/or services as stated.
- 9.2 Should the Contractor be unable to fulfill the needs of the County, the County reserves the right to secure services from other sources to meet its immediate needs without prejudice of the Agreement.

10 INSURANCE REQUIREMENTS: The Contractor shall be required to provide the insurance as outlined in Attachment 8. All documentation of insurance shall be submitted prior to contract start date. In the event that the necessary insurance cannot be obtained, the County reserves the right to revoke the contract award and award to another firm.

11 EVALUATION OF OFFERS:

- 11.1 The County intends to award to the responsible Contractor whose proposal represents the best value to the County.
- 11.2 Proposals will be evaluated in two phases; the first based on the technical and price submittals and the second, if deemed necessary, on oral discussions. The first phase will be evaluated based on the following criteria listed in order of importance.
- 11.3 Technical Evaluation:
 - 11.3.1 Overall understanding of the County's needs;
 - 11.3.2 Organization and Management Approach:
 - 11.3.2.1 Understanding the scope or work to be performed;
 - 11.3.2.2 Quality of organizational structure;
 - 11.3.2.3 Resumes of key staff and personnel;
 - 11.3.2.4 Subcontractors to be utilized;
 - 11.3.2.5 Quality and quantity of proposed work plan.
 - 11.3.3 Project Plan and Schedule:
 - 11.3.3.1 Application design;
 - 11.3.3.2 Ease of application use;
 - 11.3.3.3 Project Timeline;
 - 11.3.3.4 Implementation Plan;
 - 11.3.4 Post Implementation Plan
 - 11.3.4.1 Payment processing plan;
 - 11.3.4.2 Usage reports.
 - 11.3.5 References – See Attachment 4.
- 11.4 Financial Proposal – Offer of Compensation:
 - 11.4.1 Application cost or design cost;
 - 11.4.2 Transaction fee.
- 11.5 After identifying the short list of the most qualified Contractor(s) based on the evaluation criteria, representative(s) may be required to clarify their proposals by making individual presentations to the evaluation committee.
 - 11.5.1 The County may enter into negotiations with Contractors and invite best and final offers as deemed to be in the best interest of the County. Negotiations may be in the form of face-to-face, telephone, facsimile, e-mail or written communications, or any combination thereof, at the County's sole discretion.
 - 11.5.2 Contractors are strongly advised not to prepare their proposal submissions based on any assumption or understanding that negotiations will take place. Contractors are advised to respond to this solicitation fully and with forth-rightness at the time of proposal submission.
 - 11.5.3 Following the submittal of proposals, Contractors are strongly cautioned not to contact elected officials or members of the evaluation committee regarding the selection process. Inappropriate efforts to

lobby or influence individuals or Contractors involved in this selection may result in dismissal from further consideration, at the County's sole discretion.

- 12 WORK SCHEDULE:** The Contractor(s) shall state as part of their proposal, a work start schedule and a work completion schedule from the date of contract award notification.

13 BILLING AND PAYMENT:

- 13.1 Invoices shall be submitted monthly in duplicate for all services performed (during the preceding month) to TSFC, 1040 Rocky Springs Road, Frederick, Maryland 21702.
- 13.2 Each invoice shall include the following information:
 - 13.2.1 Federal Employer Identification Number (FEIN);
 - 13.2.2 Contractor's name and address;
 - 13.2.3 Service item(s) performed and applicable remarks;
 - 13.2.4 Date and length of time of each service performed.
- 13.3 Payment shall be made upon receipt of proper invoice from the Contractor and authorized by the County.
- 13.4 All amounts, costs, or prices referred to herein pursuant to this contract shall be United States of America currency.

DOCUMENT D – SUBMISSION REQUIREMENTS

1 INSTRUCTIONS:

- 1.1 All proposals are to be submitted on and in accordance with the requirements of this solicitation. Pricing shall be submitted on the Pricing Proposal Pages. Additional supplementary documentation, when requested, shall be submitted on the Contractor's letterhead.
- 1.2 All proposals must be clearly identified on the front of the envelope or top of the carton with the solicitation number, title of the solicitation, and the due date and time. **TECHNICAL AND PRICE PROPOSALS SHALL BE IN SEPARATE SEALED ENVELOPES.**
- 1.3 All proposals must be signed by an authorized officer or agent of the Contractor submitting the proposal and delivered in sealed envelopes or cartons to DP&C no later than the time and date indicated. Proposals received after the time and date indicated will not be accepted or considered.
- 1.4 The submission of a proposal shall be considered an agreement to all the terms, conditions, and specifications provided herein and in the various documents, unless specifically noted otherwise in an Exception.
- 1.5 Each proposal shall be accompanied by the Affidavit regarding price fixing, gratuities, bribery, and discriminatory employment practices. When the Contractor is a corporation, a duly authorized representative of said corporation shall execute the Affidavit. The Affidavit is provided in the solicitation package.
- 1.6 If a discrepancy in or omission from the specifications is found, or if there is doubt as to their meaning, or the feeling that the specifications are discriminatory, the Contractor shall notify DP&C in writing not later than five days prior to the scheduled proposal opening. Exceptions taken do not obligate the County to change the specifications. Notice of any changes, additions or deletions to the specifications by addenda posted: <http://frederickcountymd.gov/index.aspx?NID=1116>.
- 1.7 Additional information or clarification of any of the instructions or information contained herein may be obtained from DP&C. The County will assume no responsibility for oral instructions or suggestions. All official correspondence in regard to the specifications shall be directed to and will be issued by the DP&C. Proposals may not be withdrawn during this period.

2 SUBMISSION OF PROPOSAL DOCUMENTS:

2.1 Volume 1 – Technical Proposal:

The technical proposal shall be clearly labeled “RFP No. 14-042, TransIT Fare Payment Application for Smart Phones and Payment Processing” with the Contractor’s name and other pertinent information. The Contractor shall submit one original (marked as such), six copies and one electronic copy of the technical proposal. The County may not photocopy proposal documents for the purpose of complying with this provision requiring a pre-determined number of duplicate copies. Failure to provide the required number of complete duplicate copies may result in rejection of your proposal. The tabs for each section of the technical proposal shall be labeled as follows and at a minimum include:

2.1.1 Executive Summary:

This section shall include a brief summary of the Contractor’s understanding of the County’s needs. This section shall also include the Contractor’s qualifications and background

2.1.2 Organization and Management:

This section shall include the expertise of the firm, assigned personnel and subcontractors in providing appropriate Smart Phone applications. Resume of key staff shall be provided and any subcontractors to be utilized.

2.1.3 Project Plan and Schedule:

This section shall include the project plan for the Smart Phone application(s) and the implementation plan, training requirements for staff and drivers and an implementation timeline. This section shall include any minimum requirements for smart phones to utilize the application(s).

2.1.4 Key References:

This section shall include five (5) client references per Attachment 4. The services provided to these clients, ideally, should have similar characteristics to those requested in this solicitation.

2.1.5 Post Implementation Plan

This section shall include a detailed payment processing plan and all reports available.

2.1.6 Attachments:

2.1.6.1 Attachment 2 (Technical Proposal Signature Page)

2.1.6.2 Attachment 3 (Acknowledgement of Addenda)

2.1.6.3 Attachment 5 (Affidavit)

2.1.6.4 Attachment 6 (Certification of Compliance with Purchasing Regulation 1-2-36)

2.1.6.5 Attachment 7 (Exceptions). Any exceptions the Contractor may take. The Contractor must state clearly, concisely, and fully any exceptions taken to the specifications or terms and conditions of this request for proposal. Descriptive literature may be used to clarify or be a reference to an exception; however, exceptions shall not be considered by enclosing descriptive literature in itself. The decision of the Director of Procurement and Contracting in accepting or rejecting an exception shall be final. If it is determined that an exception is not acceptable to the County, the proposal will be considered non-responsive.

2.1.6.6 Attachment 8 (Ability to provide insurance)

2.1.6.7 SDAT – See Document B, Section 16.

2.2 Volume 2 - Price Proposal:

The price proposal shall be clearly labeled “RFP No. 14-042, Transit Fare Payment Application for Smart Phones and Payment Processing” with the Contractor’s name and other pertinent

information. The Contractor shall submit one original (marked as such) and one copy.

Attachment 9 (Price Proposal Page)

- 3 **ELECTRONIC AND HARD COPIES:** Contractors shall submit a CD or flash drive containing the entire, identical hard copy of the proposal along with the hard copies required above. Additionally, it is requested that a separate redacted version, redacted in accordance with the provision herein, be added to the electronic copy.

- 4 **EXCEPTIONS:** If the Contractor cannot meet the terms, conditions, and/or specifications of the solicitation, the Contractor must furnish a statement on company letterhead giving a complete description of any exceptions to the terms, conditions, and specifications. The Contractor shall state clearly, concisely and fully any exceptions taken to the specifications or terms and conditions of this solicitation. Failure to furnish the statement means the Contractor agrees to all terms, conditions, and specifications. Exceptions taken do not obligate the County to change the terms, conditions, and/or specifications. Exceptions to the terms and/or conditions and/or to the County's standard Agreement may be sufficient cause for rejection of the proposal. Descriptive literature may be used to clarify or be a reference to an exception; however, exceptions shall not be considered by enclosing descriptive literature in itself. The decision of the Director of DP&C in accepting or rejecting an exception shall be final. If it is determined that an exception is not acceptable to the County, the proposal may be considered non-responsive at the sole discretion of the Director of DP&C.

ATTACHMENT 1 – CONTRACT SERVICES AGREEMENT

**FREDERICK COUNTY, MARYLAND
CONTRACT SERVICES AGREEMENT**

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement"), is made and entered into this _____ day of _____, 2012, by and between the Board of County Commissioners of Frederick County, a body corporate and politic of the State of Maryland, (herein "County") and _____, (herein "Contractor"). (The term Contractor includes professionals performing in a consulting capacity.) The parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the County entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contractor's Proposal. The Scope of Services shall include the Contractor's proposal or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the County and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless County against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against County hereunder.

1.5 Familiarity with Work. By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the County of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

1.6 Care of Work. The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by County, except such losses or damages as may be caused by County's sole negligence.

1.7 Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services. County shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement.

1.9 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of *(input contract sum in words)* Dollars, (\$ *Insert contract sum in figures*) (herein "Contract Sum"), except as provided in Section 1.8. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expense, transportation expense approved by the Contract Officer in advance, and no other expenses and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the County; Contractor shall not be entitled to any additional compensation for attending said meetings. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates, that Contractor shall not be entitled to additional compensation therefore, and the provisions of Section 1.8 shall not be applicable for such services.

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Contractor wishes to receive payment, no later than the first (1st) working day of such month, Contractor shall submit to the County in the form approved by the County's Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.3, County shall pay Contractor for all expenses stated thereon which are approved by County pursuant to this Agreement no later than the last working day of the month.

3.0 PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

*Transit Fare Payment Application for Smart Phones
and Payment Processing*

3.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D", if any, and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer, but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the County, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. In no event shall Contractor be entitled to recover damages against the County for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Section 7.8 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

4.0 COORDINATION OF WORK

4.1 Representative of Contractor. The following principal(s) of Contractor are hereby designated as being the principal(s) and representative(s) of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith: **(input key Contractor representative(s))**

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principal(s) were a substantial inducement for County to enter into this Agreement. Therefore, the foregoing principal(s) shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principal(s) may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of County.

4.2 Contract Officer. The Contract Officer shall be such person as may be designated by the Director of Procurement & Contracting of Frederick County. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by County to the Contract Officer. Unless otherwise specified herein, any approval of County required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the County required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the County to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the County. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of County. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of County.

4.4 Independent Contractor. Neither the County nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. County shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of County and shall remain at all times as to County a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of County. County shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

5.0 INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance. The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to County, during the entire term of this Agreement including any extension thereof, the policies of insurance as set forth in Exhibit "E", attached hereto and incorporated by reference.

(a) All of the above policies of insurance required in Exhibit "E" shall be primary insurance. The insurer shall waive all rights of subrogation and contribution it may have against the County, its officers, employees and agents, and their respective insurers. In the event any of said policies of insurance are canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the County with Certificates of Insurance, endorsements or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance, endorsements, or binders are approved by the County.

(b) The Contractor agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible.

(c) In the event the Contractor subcontracts any portion of the work in compliance with Section 4.3 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section.

5.2 Indemnification. Contractor shall indemnify and hold harmless the County, its officers, agents and employees from and against any and all actions, suits, claims, death or injury to persons, damages to property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity to have arisen or resulted from or in connection with the negligent acts, omissions, performance, operations or activities of Contractor, its agents, employees, subcontractors, or invitees including but not limited to those arising or claimed to result from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Agreement, but excluding such claims or liabilities arising from the sole negligence or willful misconduct of the County, its officers, agents or employees, who are directly responsible to the County, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of the above claims or liabilities subject to Contractor's indemnification obligation and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the County, its officers, agents or employees resulting from any of the above claims or liabilities subject to Contractor's indemnification obligation ; and

(c) In the event the County, its officers, agents or employees are made a party to any action or proceeding filed or prosecuted against Contractor arising from the above claims or liabilities subject to Contractor's indemnification obligation, Contractor shall pay to the County, its officers, agents or employees, any and all costs and expenses incurred by the County, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

5.3 Performance Bond. Concurrently with execution of this Agreement, Contractor shall deliver to County a performance bond in the sum of the amount of this Agreement, in the form provided by the County, which secures the faithful performance of this Agreement, unless such requirement is waived by the Contract Officer. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

6.0 REPORTS AND RECORDS

6.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the County is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.2 Records. Contractor shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of County, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the County shall have access to such records in the event any audit is required.

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of County and shall be delivered to County upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by County of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to County of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify County for all damages resulting therefrom.

6.4 Release of Documents. The drawings, specifications, reports, records, documents and other materials prepared by Contractor in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

7.0 ENFORCEMENT OF AGREEMENT

7.1 Maryland Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of Maryland. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall only be instituted in the Circuit Court of Frederick County, State of Maryland, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Disputes. In the event of a dispute between the parties to this contract involving \$10,000.00 or more regarding the terms of the contract or performance under the contract, the question involved in the dispute shall be subject to a determination of questions of fact by an officer or official body of the County selected by the County Manager, in his sole discretion, who may include but is not limited to any of the Directors of Frederick County Government's Divisions of Public Works, Utilities and Solid Waste Management or Finance. The decisions of the officer or official body selected by the County Manager to resolve this dispute are subject to review on the record by the Circuit Court of Frederick County.

(a) A dispute between the parties to this contract involving less than \$10,000.00 regarding the terms of the contract or performance under the contract shall be determined by an officer or official body of the County selected by the County Manager, in his sole discretion, who may include but is not limited to any of the Directors of Frederick County Government's Divisions of Public Works, Utilities and Solid Waste Management or Finance. The decision of the officer or official body selected by the County Manager to resolve this dispute shall be final and binding on the parties to the dispute, and conclusive of the issue.

(b) The only parties to any proceeding to determine a dispute shall be the Contractor and the County, unless the contractor and County otherwise agree to allow additional parties.

(c) Unless otherwise agreed, the Contractor shall carry on the work and maintain its progress during any dispute proceedings as if no dispute had occurred, and the County shall continue to make payments to the contractor in accordance with the contract documents for items not subject to the dispute.

(d) Nothing herein shall limit County's right to terminate this Agreement without cause pursuant to Section 7.8.

7.3 Retention of Funds. Contractor hereby authorizes County to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate County for any losses, costs, liabilities, or damages suffered by County, and (ii) all amounts for which County may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, County may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of County to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect County as elsewhere provided herein.

7.4 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action. Except with respect to disputes that are subject to Section 7.2 of this Agreement, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Section.

7.7 Liquidated Damages. ~~Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the County the sum of (input LD amount, if any) (\$) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The County may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.~~

7.8 Termination Prior to Expiration Of Term. This Section shall govern any termination of this Agreement except as specifically provided in the following Sections for termination for cause or termination for non-appropriation. The County reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. The Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3.

7.9 Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, County may take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the County shall use reasonable efforts to mitigate such damages), and County may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the County as previously stated.

7.10 Termination for Non-appropriation. If the County or other funding source fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period or part thereof of this Agreement, this Agreement shall be cancelled automatically as of the beginning of the fiscal year or part thereof for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the County's rights or the Contractor's rights under any termination clause in this Agreement. The effect of termination of the Agreement hereunder will be to discharge both the Contractor and the County from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Agreement. The County shall make a good faith effort to notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Agreement for each succeeding fiscal period or part thereof beyond the first fiscal year.

8.0 COUNTY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of County Officers and Employees. No officer or employee of the County shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the County or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest. No officer or employee of the County shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

9.0 MISCELLANEOUS PROVISIONS

9.1 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally sent by prepaid, first-class mail, sent by facsimile or sent by email as follows:

(a) in the case of the County, to:

Contract Officer: (input CO Name, title, address and contact info)

With a copy to: Diane George, CPPB, Director of Procurement & Contracting

(b) in the case of the Contractor, to: (input Name, title, address and contact info)

Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

9.4 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

ATTEST: **Board of County Commissioners of Frederick County, MD**
a body corporate and politic of the State of Maryland

By: _____ By: _____
County Commissioners Blaine R. Young, President Board of

CONTRACTOR: (Input Contractor Name)
(Contractor Address)
(Contractor Address)

Check one: ☐ Individual
☐ Partnership
☐ Corporation

By: _____
Signature, Authorized Representative
(notarized)

Name: _____

Title: _____

Address: _____

State of: _____

County of: _____

On _____ before me, _____
_____ personally appeared _____
personally known to me (or provided to me on the basis of satisfactory
evidence) to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Signature: _____

(Notary Seal)

- Exhibit A “Services”
- Exhibit B “Special Requirements”
- Exhibit C “Schedule of Compensation”
- Exhibit D “Schedule of Performance”
- Exhibit E “Insurance”

ATTACHMENT 2

TECHNICAL PROPOSAL SIGNATURE COVER PAGE

1. **PROPOSALS SHALL BE SENT TO:** Frederick County Department of Procurement & Contracting
12 East Church Street, 1st Floor
Frederick, Maryland 21701
2. **COMPANY INFORMATION:** The undersigned agrees to furnish and deliver the above services in accordance with the specifications issued for same, the subject to all terms, conditions, and requirements in the solicitation, and in the various solicitation documents:
- LEGAL BUSINESS NAME*: _____
- FEDERAL TAX IDENTIFICATION NO. /SOCIAL SECURITY NO.: _____
- ADDRESS: _____
- _____
City State Zip Code
- TELEPHONE: _____ FAX: _____
- E-MAIL ADDRESS: _____
- REPRESENTATIVE'S NAME: _____ PHONE: _____
- PRINTED NAME OF COMPANY SIGNATORY: _____
- PAYMENT TERMS: _____
3. **TAX EXEMPTION:** Frederick County is exempt from all local, state, and federal taxes, and prices stipulated by the Contractor are considered maximum and are not subject to increase due to any taxes, or any other reason.
4. **ACKNOWLEDGMENT:** The Contractor shall include a signed acknowledgment that all terms and conditions of the offer may, at the County's option, be made applicable to any contract issued as a result of this solicitation. Proposals that do not include such acknowledgment may be rejected. Executing and returning this acknowledgment will satisfy this requirement:

The undersigned agrees that all terms and conditions of this solicitation and offer may, at the County's sole discretion, be made applicable to any contract as a result of this agreement.

SIGNATURE**: _____ TITLE: _____

PRINTED NAME: _____ DATE: _____

EMAIL ADDRESS OF PERSON SIGNING FORM: _____

* The correct legal business name of the Contractor shall be used in all contracts. A trade name or nickname shall not be utilized in the submission of this proposal.

** Signature shall be made by authorized signatory, officer or partner. The signing of this Acknowledgment shall represent that the person signing is authorized to commit the Contractor into a legal, binding contract. The County reserves the right to require documentation to verify signatory status.

ATTACHMENT 3

ACKNOWLEDGEMENT OF ADDENDA

The Contractor acknowledges receipt of the following addenda. Please date and initial.

| Addendum Number | Date | Initial | Addendum Number | Date | Initial |
|--------------------|------|---------|--------------------|------|---------|
| 1 | | | 5 | | |
| 2 | | | 6 | | |
| 3 | | | 7 | | |
| 4 | | | 8 | | |

ATTACHMENT 4 – CONTRACTOR’S REFERENCE INFORMATION

Name of Company: _____

The above Company has been in business at present location for _____ years.

REFERENCES: Provide the name, address, telephone number and email address of at least five entities for which the Contractor has provided Smart Phone Applications and Payment Processing during the past three years, governmental preferred.

| | | | |
|----|--------------------------|------|---------------|
| 1. | Entity Name: | | |
| | Street Address: | | |
| | State: | Zip: | Phone: |
| | Contact Name: | | Email: |
| | Contract Title: | | Contract No.: |
| | Description of Services: | | |

| | | | |
|----|--------------------------|------|---------------|
| 2. | Entity Name: | | |
| | Street Address: | | |
| | State: | Zip: | Phone: |
| | Contact Name: | | Email: |
| | Contract Title: | | Contract No.: |
| | Description of Services: | | |

| | | | |
|----|--------------------------|------|---------------|
| 3. | Entity Name: | | |
| | Street Address: | | |
| | State: | Zip: | Phone: |
| | Contact Name: | | Email: |
| | Contract Title: | | Contract No.: |
| | Description of Services: | | |

| | | | |
|----|--------------------------|------|---------------|
| 4. | Entity Name: | | |
| | Street Address: | | |
| | State: | Zip: | Phone: |
| | Contact Name: | | Email: |
| | Contract Title: | | Contract No.: |
| | Description of Services: | | |

| | | | |
|----|--------------------------|------|---------------|
| 5. | Entity Name: | | |
| | Street Address: | | |
| | State: | Zip: | Phone: |
| | Contact Name: | | Email: |
| | Contract Title: | | Contract No.: |
| | Description of Services: | | |

ATTACHMENT 5 – AFFIDAVIT

(Must be completed, signed, and submitted with the proposal.)

Contractor: _____

Address: _____

Telephone: _____ Proposal No.: _____

I, _____, the undersigned, _____ of the above name Contractor
Print Signer's Name Print Office Held
do declare and affirm this _____ day of _____, _____ that I hold the aforementioned office in the above
Month Year
named Contractor and I affirm the following:

AFFIDAVIT I

The Contractor, his Agent, servants and/or employees, have not in any way colluded with anyone for and on behalf of the Contractor or themselves, to obtain information that would give the Contractor an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Contractor, or themselves, to gain any favoritism in the award of the contract herein.

AFFIDAVIT II

No officer or employee of Frederick County, whether elected or appointed, has in any manner whatsoever, any interest in or has received prior hereto or will receive subsequent hereto any benefit, monetary or material, or consideration from the profits or emoluments of this contract, job, work or service for the County, and that no officer or employee has accepted or received or will receive in the future a service or thing of value, directly or indirectly, upon more favorable terms than those granted to the public generally, nor has any such officer or employee of the County received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable to the County in connection with this contract, job, work, or service for the County, excepting, however, the receipt of dividends on corporation stock.

AFFIDAVIT III

Neither I, nor the Contractor, nor any officer, director, or partners, or any of its employees who are directly involved in obtaining contracts with Frederick County have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state, or of the federal government for acts of omissions committed after July 1, 1977.

AFFIDAVIT IV

Neither I, nor the Contractor, nor any of our agents, partners, or employees who are directly involved in obtaining contracts with Frederick County have been convicted within the past 12 months of discrimination against any employee or applicant for employment, nor have we engaged in unlawful employment practices as set forth in Section 16 of Article 49B of the Annotated Code of Maryland or, of Sections 712 and 704 of Title VII of the Civil Rights Act of 1964.

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing affidavits are true and correct to the best of my knowledge, information and belief.

DATE: _____

SIGNATURE

PRINTED NAME

EMAIL ADDRESS

ATTACHMENT 6 – CERTIFICATION OF COMPLIANCE

**With Frederick County Purchasing Regulation 1-2-36,
Hiring of Illegal Aliens Prohibited for Performance of County Work**

I, _____, hereby certify or attest that:
Name

1. I am the owner or authorized representative of _____;
Name of Firm
2. In compliance with Frederick County Purchasing Regulation 1-2-36, and as a contractual requirement of doing business with Frederick County Government, my firm and all of my firm's subcontractors shall only employ individuals legally authorized to work within the United States of America and within Frederick County, Maryland in the performance of work under this contract.;
3. Compliance with Frederick County Purchasing Regulation 1-2-36 is a material contractual obligation and that breach of this obligation could result in contract termination in addition to, and not in lieu of, any and all other remedies available to Frederick County Government and any and all other damages for which my firm might be liable; and
4. Nothing within Frederick County Purchasing Regulations requires Frederick County Government to elect to terminate a contract for default to the exclusion of any other remedy.

By my signature below, I swear or affirm under penalties of perjury that the contents of this Certification of Compliance are true to the best of my knowledge, information and belief.

SIGNATURE

DATE

PRINT NAME OF SIGNATORY: _____

PRINT TITLE OF SIGNATORY: _____

COMPANY NAME: _____

ATTACHMENT 8 – INSURANCE REQUIREMENTS

The Contractor shall purchase and maintain, during the entire term of the contract, including any renewals thereof, the following policies of insurance acceptable to the County:

1 PROFESSIONAL LIABILITY/ERRORS & OMISSIONS:

- 1.1 Professional Liability/Errors & Omissions coverage with minimum limits of:
 - 1.1.1 \$1,000,000 per Occurrence and
 - 1.1.2 \$1,000,000 Aggregate.
- 1.2 Professional Liability must indicate if it provides Occurrence or Claims Made coverage.
- 1.3 If Professional Liability coverage is written on a Claims Made form, coverage must be maintained for a minimum of three years after completion of contract or "tail" coverage must be purchased.
- 1.4 If Professional Liability policy has a Self-Insured Retention or deductible greater than \$25,000 the Contractor will be required to submit audited financial statements for review.

2 CYBER LIABILITY coverage with minimum limit of \$1,000,000

- 2.1 Privacy Notification Expense coverage with minimum limit of \$1,000,000;
- 2.2 If Cyber Liability and Privacy Notification Expense coverage has Self-Insured Retention or Deductible greater than \$25,000, you will be required to submit audited financial statements for review.

3 CRIME/BOND:

- 3.1 Crime/Bond coverage with minimum limits of:
 - 3.1.1 \$500,000 Employee Theft;
 - 3.1.2 \$125,000 Inside Premises;
 - 3.1.3 \$125,000 Outside Premises; and
 - 3.1.4 must include a statement that provides Third Party coverage without a conviction clause on behalf of the BOARD OF COUNTY COMMISSIONERS OF FREDERICK COUNTY, MARYLAND.
 - 3.2 If Self-Insured Retention or Deductible is greater than \$25,000, you will be required to submit audited financial statements for review.
- a. Any Insurance written on a Claims Made form must indicate retro date.
 - b. All policies requiring *Additional Insured* or *Waiver of Subrogation* wording must be accompanied by the corresponding endorsements – blanket endorsements are acceptable.
 - c. The Contractor shall not commence work under the contract until evidence of all required coverage is received by the County. All certificates must include an authorized signature and provide for at least 30 days notice of cancellation. Further, the Contractor shall not reduce or cancel or change any of the required coverages without thirty (30) days notice of such change to the County.
 - d. All of the above coverages must be written by a carrier with a minimum A.M. Best rating of A- or better AND a financial size classification of VI or higher.
 - e. Any deductibles or self-insured retentions should be noted on the certificate.
 - f. Certificates issued on the ACCORD 25 (with revision date prior to 2010/05), or any Certificate that includes the following phrases in the Cancellation wording must have these phrases struck from the Certificate: "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of anykind upon the company, its agents or representatives".
 - g. If any primary policy's limits fall short of the requirements, be sure to include on the certificate any excess policies that would extend these limits.

h. **CERTIFICATE HOLDER** must be:

Board of County Commissioners of Frederick County, Maryland
East Church Street
Frederick, Maryland 21701

- i. If applicable, the Contractor shall assure that all subcontractors performing services in accordance with this solicitation carry identical insurance coverage as required of the contract, either individually or as an Additional Insured on the policies of the Contractor. Exceptions may be made only with the approval of the County. Contractor shall indemnify the County for any uninsured losses relating to contractual services involving subcontractors, including workers' compensation claims.
- j. The Contractor will not hold the County liable for any injuries to the employees, servants, agents, subcontractors or assignees of the contract arising out of or during the course of services relating to this agreement.
- k. The providing of any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the contract awarded or for which the Contractor may be liable by law or otherwise.
- l. Failure to provide and continue in force such insurance as required above shall be deemed a material breach of the contract and shall operate as an immediate termination thereof.
- m. Failure to comply with this requirement at any time during the initial term and any subsequent renewals may be sufficient cause for termination for default. A violation of this law is a Class A civil offense and, in addition to a fine, the County may suspend or debar the violator.

The undersigned agrees to provide all necessary insurance coverages, and the documentation of such, immediately upon notification of award, and further understands that failure to produce the necessary documentation may result in revocation of award:

PRINT NAME OF SIGNATORY: _____

PRINT TITLE OF SIGNATORY: _____

COMPANY NAME: _____

ATTACHMENT 9

PRICE PROPOSAL PAGE

(Must be submitted separately from the Technical portion of the proposal)

TITLE: _____

COMPANY: _____

| ITEM NO. | DESCRIPTION | UNIT OF MEASURE | ESTIMATED ANNUAL QUANTITY | UNIT PRICE | EXTENDED PRICE |
|------------------------------|----------------------|-----------------|---------------------------|------------|----------------|
| 1 | Software License Fee | License | 1 | \$ _____ | \$ _____ |
| 2 | Processing Fee | Transaction | 2,500 | \$ _____ | \$ _____ |
| Other pertinent fees: | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| Total Line Items 1 through 5 | | | | | \$ _____ |

REPRESENTATIVE'S NAME: _____ PHONE: _____

PRINTED NAME OF COMPANY SIGNATORY: _____

THE PERSON COMPLETING THE PRICE PROPOSAL PAGE
MUST INITIAL ANY ALTERATIONS IN FIGURES IN INK